

**JOHNSON INJURY LAW, APC**  
Boyd C. Johnson, State Bar No. 305834  
[eservice@johnsoninjurylawyers.com](mailto:eservice@johnsoninjurylawyers.com)  
33 Brookline  
Aliso Viejo, California 92656  
Telephone: (714) 656-2400  
Facsimile: (714) 646-6743

Attorneys for Creditor, DAVID MITCHELL

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

In re:	)	Bankruptcy Case No. 19-30088 (DM)
PG&E CORPORATION.	)	Chapter 11
- and -	)	<b>RESPONSE OF CREDITOR</b>
PACIFIC GAS AND ELECTRIC	)	<b>DAVID MITCHELL TO</b>
COMPANY,	)	<b>DEBTOR'S ONE HUNDRED</b>
Debtors.	)	<b>TWENTIETH OMNIBUS</b>
	)	<b>OBJECTION TO CLAIMS (ADR</b>
	)	<b>NO LIABILITY CLAIMS)</b>
	)	<b>RELATING TO CLAIM NO. 2306</b>

Pursuant to Rule 3007(d) of the Federal Rules of Bankruptcy Procedure, Creditor DAVID MITCHELL ("MITCHELL") submits this response to the One Hundred Twentieth Omnibus Objection to Claims (ADR NO LIABILITY CLAIMS) (the "Objection"), filed by PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility") [collectively, "Debtors"], as it relates to Claim No. 2306 (the "Claim"). (Dkt. No. 13670).

This response is submitted in accordance with the Court's Order Approving (A) Procedures For Filing Omnibus Objections to Claims And (B) The Form And Manner Of Notice Of Omnibus Objections filed in this case on June 30, 2020 (Dkt. No. 8228) (the "June 30, 2020 Order").

1       **I. BACKGROUND**

2           MITCHELL's personal injury claim arises from a January 25, 2018 incident in  
3 Bakersfield, California where PG&E negligently failed to sufficiently insulate live  
4 electrical conductors, leading to an arc explosion that caused severe injuries to  
5 MITCHELL. MITCHELL timely filed his Proof of Claim on April 15, 2019. As  
6 shown herein (*See*, Exhibit 1), MITCHELL suffered personal injury damages in the  
7 amount of \$482,000.00 because of said incident. Debtors' objection to the Claim fails  
8 both procedurally and substantively as (1) the Claim is statutorily presumed valid  
9 under the Federal Rule of Bankruptcy Procedure Rule 3001(f), (2) Debtors' Objection  
10 fails to rebut said presumption, and (3) Debtors' negligence and MITCHELL's  
11 injuries are supported by witnesses with firsthand knowledge and documentation.

12       **II. APPLICABLE LEGAL AUTHORITIES**

13           Under Federal Rule of Bankruptcy Procedure ("FRBP") 3001(f): "A proof of  
14 claim executed and filed in accordance with these rules shall constitute prima face  
15 evidence of the validity and amount of the claim." An omnibus objection to a proof  
16 of claim must "state the grounds of the objection". FRBP, Rule 3007 (e)(3). One  
17 ground of objection, as approved by the Court in its June 30, 2020, is that: "The claims  
18 seek recovery of amounts for which the Debtors are not liable *for the reason or*  
19 *reasons* stated in the objection" (emphasis added). Only when the objector raises  
20 "facts tending to defeat the [creditor's] claim" will the burden revert to the claimant.  
21 *Wright v. Holm (In re Holm)* 931 F.2d 620, 623 (9th Cir. 1991) (emphasis added).

22       **III. ARGUMENT AND ANALYSIS**

23           Here, Debtors' do not attack Claim No. 2306 on any ground other than that they  
24 "are not liable" to MITHCELL for the incident (*See*, Dkt. No. 13670, p. 8, "No  
25 Liability Based on Investigation"). Debtors' stated ground for this objection is paltry,  
26 however. It is conclusory and devoid of substance. Debtors offer no facts whatsoever  
27 about MITCHELL's Claim. Rather, Debtors only claim, generally and vaguely, that  
28 they "analyzed" their "books and records" and "investigated the facts" and concluded

1 “no liability” on their part. This careless approach belies the procedural rules and  
2 authorities outlined in Debtors’ very own Objection. The rule Debtors declared was:  
3 “Once the objector raises ‘**facts**’ tending to defeat the claim by probative force equal  
4 to that of the allegations of the proofs of claim themselves’, then ‘the burden reverts  
5 to the claimant’” (*Id.*, p. 7, lines 5-9, citations omitted) (emphasis added). Here,  
6 Debtors offered **no facts** at all about MITCHELL’s claim, let alone any facts that were  
7 probative to tell a different story other than what occurred on January 25, 2018.

8 By stark contrast, MITCHELL hereby declares and explains, under penalty of  
9 perjury, that PG&E was negligent because they failed to sufficiently insulate the top  
10 of the conductor and leaving the neutral bare, they left the wires insufficiently  
11 wrapped, and as a direct result of this the arc explosion occurred. Exhibit 1, Attached  
12 hereto, ¶¶ 2-4.

13 The Court’s own June 30, 2020 Order states that the Debtors’ Omnibus  
14 Objection needed to provide a “reason” or “reasons” why Debtors are not liable. But,  
15 here, Debtors provided no reasons at all. Only conclusions. Accordingly, the Court  
16 should not sustain the Objection as Debtors have failed to rebut the presumption of  
17 the Claim’s validity. Debtors’ Objection lacks any specific facts or evidence that  
18 would call into question the validity of MITCHELL’s Claim.

19 Regarding MITCHELL’s damages and an explanation for the amount of his  
20 Claim, as a result of the incident, MITCHELL sustained severe, lifelong, and  
21 permanent injuries. *See*, Exhibit 1. His medical bills total \$22,098.05, and he has  
22 suffered wage loss in the minimum amount of \$92,463.09.

#### 23 **IV. MITCHELL’S COUNSEL’S CONTACT INFORMATION**

24 Boyd Johnson, Esq. and Craig E. Johnson, Esq. both have authority to  
25 reconcile, settle, or otherwise resolve Claim 2306 on MITCHELL’s behalf. Boyd  
26 Johnson’s contact information is as follows: 33 Brookline, Aliso Viejo, CA 92656  
27 (Address), 714-656-2400 (telephone number), and boyd@johnsoninjurylawyers.com  
28 (email address). Craig Johnson’s contact information is as follows: 5401 Business

1 Park South, Suite 206 Bakersfield, CA 93309 (Address), (661) 631-1713 (telephone  
2 number), and craig@cjinjurylaw.com (email address).

3 **V. CONCLUSION**

4 For these reasons, MITCHELL respectfully requests the Court to overrule the  
5 Objection and allow the Claim in full.

6 DATED:


JOHNSON INJURY LAW, APC

7  
8 

10 BOYD C. JOHNSON  
11 Attorney for DAVID MITCHELL,  
12 Creditor

13 DATED:

LAW OFFICES OF CRAIG E. JOHNSON

14  
15 

16  
17 CRAIG E. JOHNSON  
18 Attorney for DAVID MITCHELL,  
19 Creditor  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT 1

1                                    **EXHIBIT 1 – DECLARATION OF DAVID MITCHELL**

2            I, David Mitchell, under penalty of perjury, declare as follows:

3            1.     My name is David Mitchell. I am over the age of 18 and I am fully  
4 competent to make this declaration.

5            2.     On January 25, 2018, I was at 7609 Calle Nobleza, in the City of  
6 Bakersfield, County of Kern, State of California, to perform a Residential Electrical  
7 Panel Upgrade. During this task, an employee of Pacific Gas and Electric Company  
8 (PG&E) disconnected power at the panel and used electrical tape to cap the live  
9 conductors. However, the employee negligently used an insufficient amount of tape  
10 on the top of the conductor and the neutral was left bare.

11           3.     As I lifted the new panel over the service conductor, the bare neutral was  
12 touching the side of the panel, and the top of one of the hot conductors touched part  
13 of the panel. The insufficient insulation on the top of the live terminal and the bare  
14 neutral created a circuit, causing the hot terminal to arc. Consequently, an explosion  
15 occurred, damaging the electrical panel, and causing me to fall back onto the ground.

16           4.     The employee of PG&E was negligent in failing to sufficiently insulate  
17 the top of the conductor and leaving the neutral bare. I had no reason to suspect that  
18 the top of the conductor was insufficiently wrapped. When I encountered the wires,  
19 the left wire was not cut but the arc burned a hole in the tape on the top of the  
20 conductor. I could not have known whether the top was sufficiently wrapped. The  
21 occurrence of the arc indicates that the top was not sufficiently insulated.

22           5.     As a direct result of this accident, I sustained severe, lifelong, and  
23 permanent injuries. I was initially diagnosed with a sprain of the right wrist and hand.  
24 Over time, my condition worsened, and I was subsequently diagnosed with thoracic  
25 sprain/strain, lumbar sprain/strain, lumbosacral sprain, wrist sprain/strain, and  
26 myospasms. I also suffered from capsulitis, a small effusion of the MCP of the long  
27 finger, mild canal stenosis, low back pain/herniated disc, lumbar strain, lumbar spine  
28 multilevel disk bulging symptomatic with partial annular fissure at the L4-L5 level,

1 and several disc protrusions in the lumbar regions. At LS-S1, a very large 14.2 mm  
2 disc extrusion was seen with bone marrow edema, indicating acute trabecular bone  
3 injury or degenerative change. My doctors have confirmed my continuing back pain  
4 will be lifelong.

5 6. My medical bills to date total \$22,098.05, detailed as follows:  
6 Accelerated Urgent Care \$ 635.00, Dr. Kubo \$ 237.00, Core Chiropractic & Wellness  
7 \$ 3,740.00, Dr. Ghol B. Ha'Eri S 1,400.00, Truxtun Radiology \$ 2,337.00, Dr. Ian  
8 Armstrong \$ 402.00, Grossman Imaging \$ 1,422.06, Glinn & Giordano Physical  
9 Therapy \$ 1,880.00, Dr. Michael Price \$ 2,350.00, Expert MRI \$ 1,695.00, Costco  
10 (Massage chair) \$ 5,999.99, for a total of \$22,098.05.

11 7. At the time of the accident, I was self-employed by Mitchell Security,  
12 Inc. dba MSI Electric as an electrical installer. Due to my injuries, I was unable to  
13 perform my job duties for 27 months and continuing. I had to hire Mr. Joshua Hicks-  
14 Peralta and Brian K. Chaidez to perform my job duties. As such, I have suffered a  
15 wage loss in the amount of \$92,463.09 and counting. Both Mr. Hicks-Peralta's and  
16 Brian K. Chaidez's payroll summaries, verifying this wage loss, have been provided  
17 to counsel for PG&E.

18 8. It is my belief, as well as the opinion of my treating doctors, that my  
19 condition will be lifelong and necessitate additional medical care. The estimated cost  
20 for this treatment is \$2,000.00 per year.

21 I declare under penalty of perjury under the laws of the State of California that  
22 the foregoing is true and correct. Executed this 10th day of May, 2023, at Bakersfield,  
23 California.

24 

25 

---

DAVID MITCHELL